

<i>SERFF Tracking Number:</i>	<i>UNUM-126237576</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Unum Life Insurance Company of America</i>	<i>State Tracking Number:</i>	<i>43052</i>
<i>Company Tracking Number:</i>			
<i>TOI:</i>	<i>H07G Group Health - Specified Disease - Limited Benefit</i>	<i>Sub-TOI:</i>	<i>H07G.001 Critical Illness</i>
<i>Product Name:</i>	<i>GCI PECA 2009 CVD.4</i>		
<i>Project Name/Number:</i>	<i>/</i>		

## Filing at a Glance

Company: Unum Life Insurance Company of America

Product Name: GCI PECA 2009 CVD.4      SERFF Tr Num: UNUM-126237576 State: ArkansasLH

TOI: H07G Group Health - Specified Disease - Limited Benefit      SERFF Status: Closed      State Tr Num: 43052

Sub-TOI: H07G.001 Critical Illness

Co Tr Num:

State Status: Approved-Closed

Filing Type: Form

Co Status:

Reviewer(s): Rosalind Minor

Authors: Jay Burt, Karen Gibson,

Disposition Date: 07/29/2009

Annise Henson, Brian Caldwell,

Julie Mader, Vanessa Vice

Date Submitted: 07/24/2009

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name:

Status of Filing in Domicile: Not Filed

Project Number:

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Small and Large

Overall Rate Impact:

Group Market Type: Employer

Filing Status Changed: 07/29/2009

Explanation for Other Group Market Type:

State Status Changed: 07/29/2009

Deemer Date:

Corresponding Filing Tracking Number: UNUM-125157842

Filing Description:

We are submitting for your review and approval additional variables for use with our previously approved group critical illness combined policy/certificate Form CI-1 and associated forms. Form CVD.4 provides additional variables that address the evolving needs of our Customers by integrating our product offerings and allow us to remain competitive in

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the marketplace. These additional variables are in addition to those already approved and on file with your Department. Any modifications will be made within the confines of the law of the governing jurisdiction.

When provisions are shown in this form filing, any new or revised text will be highlighted. Non-highlighted text is text that is already approved for use by your Department.

We request that any of our previously filed variables be applied to this filing.

We reserve the right to alter the layout of these forms including ordering of the provision, color, typeface and font and to change variables as requested by a specific employer or to accommodate future product design needs as long as such changes are in compliance with your state law.

Your time and attention to this filing is appreciated. If you have questions or need additional information, please do not hesitate to contact me at (800) 451-8475, extension 55738, or by fax at (423) 209-3499.

## Company and Contact

### Filing Contact Information

Jay Burt, Senior Contract Analyst jkburt@unum.com  
2211 Congress Street (207) 575-5738 [Phone]  
Portland, ME 04122 (423) 209-3499[FAX]

### Filing Company Information

Unum Life Insurance Company of America	CoCode: 62235	State of Domicile: Maine
2211 Congress Street	Group Code: 416	Company Type: L&H
Portland, ME 04122	Group Name:	State ID Number:
(207) 575-2211 ext. [Phone]	FEIN Number: 01-0278678	

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## Filing Fees

Fee Required?	Yes
Fee Amount:	\$20.00
Retaliatory?	No

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<i>Product Name:</i>	<i>GCI PECA 2009 CIVD.4</i>		
<i>Project Name/Number:</i>	<i>/</i>		
<b>Fee Explanation:</b>	Form filed separate from policy.		
<b>Per Company:</b>	No		

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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Unum Life Insurance Company of America	\$20.00	07/24/2009	29424847

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	07/29/2009	07/29/2009

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## **Disposition**

Disposition Date: 07/29/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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<b>Item Type</b>	<b>Item Name</b>	<b>Item Status</b>	<b>Public Access</b>
<b>Supporting Document</b>	Flesch Certification	Approved-Closed	Yes
<b>Supporting Document</b>	Application	Approved-Closed	Yes
<b>Form</b>	Additional Variables	Approved-Closed	Yes

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Limited Benefit

Product Name: GCI PECA 2009 CIVD.4

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## Form Schedule

Lead Form Number: CIVD.4

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed	CIVD.4	Other	Additional Variables	Initial		46	Additional Variables, CIVD.4 - 7-23-09.pdf



Unum Life Insurance Company of America  
Portland, Maine

Additional general and specific Policy/Certificate variables to be used with our previously approved CI-1 policy and related certificate for group critical illness and group cancer plans.

*The following text of the **FACE PAGE** section of the policy may be modified to read as follows:*

*The title may be modified to add the type of policy being offered:*

[CRITICAL ILLNESS] [AND] [CANCER]  
GROUP INSURANCE POLICY  
NON-PARTICIPATING

*The last paragraph may be modified as follows:*

This policy may be changed in whole or in part. Only an officer ~~or a registrar~~ of Unum can approve a change. The approval must be in writing and endorsed on or attached to this policy. No other person, including a broker may change this policy or waive any part of it.

The following provisions of the **BENEFITS AT A GLANCE** section of the policy/certificate may be modified to read as follows:

The title may be modified to add the type of policy being offered:

**[BENEFITS AT A GLANCE  
[CRITICAL ILLNESS] [AND] [CANCER]**

The introductory paragraph may be modified to specify the type of policy being offered and to delete references to “specified:”

**[This [Critical Illness] [and] [Cancer] Policy provides financial protection for You by paying a benefit if You are diagnosed with a specified [critical illness] [or] [cancer]. The amount You receive is based on the [amount of] coverage in effect on the date of diagnosis of [a specified critical illness-or] [or] [cancer] [or] [the date treatment is received] according to the terms and provisions of the policy. [You also have the opportunity to have coverage for Your [Spouse ] [and] Dependent Children].]**

The following provision may be modified to be bracketed:

**[POLICY YEAR:** [March 1, 2007] to [March 1, 2008] and each following [March 1] to [March 1]]

The following provision may be modified to replace “working” with “in Active Employment” and the bracketed hours per week and per year may reflect a range of 15-40 hours and 1040, 1560, 2080 hours, respectively:

**MINIMUM HOURS REQUIREMENT:**

Employees must be in ~~working~~-Active Employment at least [[15-40] hours per week][[1040, 1560, 2080] hours per year].

The following provision may be modified to reflect a range of 0-365 days of continuous Active Employment and a new last sentence:

**ELIGIBILITY WAITING PERIOD:**

For Employees in an eligible group on or before [March 1, 2007]:	[0-365] days of continuous Active Employment
For Employees entering an eligible group after [March 1, 2007]:	[0-365] days of continuous Active Employment

**Employees are not eligible for coverage until the Eligibility Waiting Period has been completed.**

*The following provision may be added to this section of the policy/contract:*

**PARTICIPATION REQUIREMENTS:**

[All Employees who are eligible for coverage must participate in the policy.]

[A minimum [of] [2-100][2-50%] [of] Employees [who are eligible for coverage] must participate under this policy.]

[The greater of [10-100%] of employees who are eligible for coverage or [10-100] employees must be enrolled for [coverage] [the Additional Benefit] [the higher level of coverage].]

[All Employees [who are eligible for coverage] must participate in the Base Benefit.]

[There are no participation requirements for [the Additional Benefit][the higher level of coverage].]

*The following provision may be added to this section of the policy/contract:*

**ENROLLMENT:**

[You may apply for [and change] coverage [for which You make contributions] based on the benefits available as shown in the Benefits at a Glance [at any time] [within the first [30-180] days of the proposed Insured being eligible][during a[n] [Scheduled][Annual] Enrollment Period].]

[You[,] [and] [Your Spouse] [and Your Dependent Children] are automatically enrolled for the Base Benefit. You may apply for an Additional Benefit [and for coverage for [Your Spouse] [and] [Dependent Children]] based on the benefits available as shown in the Benefits at a Glance [at any time] [within the first [30-180] days of the proposed Insured being eligible] [during a[n] [Scheduled][Annual] Enrollment Period].]

[After [30-180] days, You may apply for [and change] coverage [for which You make contributions] based on the benefits available as shown in the Benefits at a Glance during any [Scheduled][Annual] Enrollment Period.]

[You are automatically enrolled for coverage.]

[You may decrease any coverage for which You make contributions at any time.]

[You may also apply for [and change] coverage for any Insured within 31 days of a Change in Status. Changes in coverage must be consistent with the Change in Status.]

*The following provision may be added to this section of the policy/contract:*

**EVIDENCE OF INSURABILITY:**

Evidence of Insurability is:

- [required for [any amount of] coverage.]
- [required for [any amount of] Spouse coverage.]
- [required for [any amount of] coverage over the Guaranteed Issue Limit.]
- [required for [any amount of] coverage applied for more than [30-180] days after [You][the proposed Insured] first become[s] eligible for coverage.]
- [required if You reapply for coverage after it terminates.]
- [not required for [any amount of] coverage [for You and Your Dependent Children].]
- [not required for any amount of Base Benefit.]
- [required for any amount of Additional Benefit [over the Guaranteed Issue Limit].]
- [required for any amount of Additional Benefit applied for more than [31] days after first becoming eligible for coverage.]
- [required for any Additional Benefit if You reapply for coverage after it terminates.]
- [not required for Dependent Children.]

[If, within [31] days of the Policy Effective Date, You are replacing similar coverage You had in force through Your Employer sponsored [individual] [or] [group] policy, Evidence of Insurability is not required for amounts of coverage [You had in force with Your Employer's prior carrier on the termination date of the prior carrier's plan] [up to \$[2,000-100,000]]if this coverage is replacing coverage You had in force with Your Employer's prior carrier.] [Evidence of Insurability is required for coverage in excess of the insurance You had in force under the prior [policy][certificate].]

[If, within [31] days of the Policy Effective Date, You are replacing similar Spouse coverage You had in force through Your Employer sponsored [individual] [or] [group] policy, Evidence of Insurability is not required for amounts of Spouse coverage [You had in force with Your Employer's prior carrier on the termination date of the prior carrier's plan] [up to \$[2,000-100,000]]. [Evidence of Insurability is required for Spouse coverage in excess of the insurance You had in force under the prior [policy][certificate]].]

*The following provision may be added to this section of the policy/contract:*

**[WAIVE THE ELIGIBILITY WAITING PERIOD:**

If You have been continuously employed by Your Employer for a period of time equal to Your Eligibility Waiting Period, Unum will waive Your Eligibility Waiting Period when You enter an eligible group.]

*The **PAYING FOR COVERAGE** provision may be modified to add the following new option to read:*

**(Option 9)**

**[For You:]**

[You must make contributions for Your coverage.]

[You and Your Employer must make contributions for Your coverage.]

[Your Employer must make contributions and You are not required to make contributions for coverage.]

[Your Employer must make contributions for the Base Benefit Amount[ and Wellness Benefit]. You can choose Additional Benefit Options by making additional contributions for coverage.]

[Coverage on Your eligible Dependent children is automatically included with Your coverage.]

[Your Employer includes any Employer contributions in Your taxable income.]

**[For Your Spouse:]**

[You must make contributions for coverage for Your Spouse.]

[You and Your Employer must make contributions for Your Spouse.]

[Your Employer must make contributions for the Base Benefit [and Wellness Benefit] for Your Spouse. You can choose Additional Benefit Options by making additional contributions for Your Spouse.]

[Your Employer must make contributions and You are not required to make contributions for Your Spouse's coverage.]

**[For Your Dependent Children:]**

[You must make contributions for coverage for Your Dependent Children.]

[Your Employer must make contributions for Your Dependent Children.]

[Your Employer allows You to elect to make contributions for coverage on either a pre-tax or post-tax basis.]

*The following provision is modified to add the text "months:"*

**[PRE-EXISTING CONDITION LIMITATION: [3, 6, 9, 12]/[3, 6, 9, 12] months]**

The **CRITICAL ILLNESS BENEFIT** provision may be modified to replace references of “Face Amount” with “Coverage Amount” and “Basic Benefit” with “Base Benefit.” The following options may be modified to expand the amount ranges. Also, available for the Spouse are new Options 2 and 3 and a Guaranteed Issue Limit for Critical Illness:

**(Option 1)**

[Employee:

\$[2,000]-100,000] [in \$[1,000, 5,000, 10,000] increments as applied for by You and approved by Unum.]]

**(Option 3)**

[Employee:

**Basic-Base** Benefit:

\$[2,000-50,000]

Additional Benefit:

[Amounts in \$[1,000, 5,000, 10,000] increments as applied for by You and approved by Unum not to exceed an overall maximum of \$[5,000-100,000] when combined with the Base Benefit.]]

**(Option 1)**

[Spouse, if Covered:

\$[2,000]-50,000] [in \$[1,000, 5,000, 10,000] increments as applied for by You and approved by Unum.]]

**(Option 2)**

[Spouse:

\$[2,000-50,000]

**(Option 3)**

[Spouse Base Benefit:

\$[2,000-50,000]

[Spouse Additional Benefit:

[Amounts in \$[1,000, 5,000, 10,000] increments as applied for by You and approved by Unum not to exceed an overall maximum of \$[2,000-50,000] when combined with the Base Benefit.]]

**[Guaranteed Issue Limit for Critical Illness:**

Employee: \$[2,000-50,000]

[Spouse: \$[2,000-30,000]]

The following provision may be modified to replace references of “Face Amount” with “Coverage Amount” and to add a new last sentence to read:

**[Critical Illness Benefit Reduction**

Any coverage in force prior to the Insured’s 70th birthday will be reduced on the Policy Anniversary Date following the Insured’s 70th birthday. The Insured’s **Coverage** Amount will be reduced to 50% of the **Coverage** Amount the Insured had prior to the Policy Anniversary Date. Any coverage in force after the Policy Anniversary Date following the Insured’s 70th birthday will not be subject to a benefit reduction on subsequent Policy Anniversary Dates. **There will be no further increases in the Insured’s Coverage Amount.]]**

*The last paragraph in this section may be modified to read:*

**The above items are only highlights of this Policy. For a full description of Your coverage, continue reading Your Certificate of Coverage section and if You make contributions for Your coverage, refer to Your confirmation of coverage. The plan includes enrollment, risk management and other support services related to Your Employer's benefit program.]**

*The following provision of the **CLAIM INFORMATION** section of the policy/certificate may be modified to revise the last sentence to read as follows:*

**Legal Actions.** You or Your authorized representative can start legal action regarding Your claim 60 days after proof of claim has been given and up to 3 years from the time proof of claim ~~is~~ **was first required to have been given; or Your claim was denied; or Your benefits were terminated,** unless otherwise provided under federal law.

*The following provisions of the **POLICYHOLDER PROVISIONS** section of the policy may be modified to read as follows:*

*The following provision is now bracketed:*

**[Premium Increases or Decreases.** Premium increases or decreases are due on the next premium due date following the change. Changes will not be pro-rated daily.

Unum will only adjust premium for the current Policy Year and the prior Policy Year. In the case of fraud, premium adjustments will be made for all Policy Years.]

*The following provision may be modified to revise the last sentence and to add a new paragraph to read:*

**Divisions, Subsidiaries or Affiliated Companies.** Divisions, subsidiaries or affiliated companies include all U.S. divisions, subsidiaries, and affiliated companies of the named Policyholder **for whose Employees premium is being paid.**

**[Refer to the contract file correspondence for a listing of names and locations approved by Unum.]**

*The following provision may be modified to revise the second sentence and to delete "Employees" from the last paragraph to read:*

**[Open Enrollment.** There will be an open enrollment period starting on [Month/DD/YYYY] and ending on [Month/DD/YYYY]. Evidence of Insurability will not be required during this open enrollment period **[if the Employee is applying for a higher level of coverage or]** for Late Applicants [, unless the Employee applies for an amount of coverage over the Guaranteed Issue Limit for Critical Illness shown in the Benefits at a Glance]. The effective date of coverage for Employees who enroll during the open enrollment period will be [Month/DD/YYYY].

[This open enrollment period excludes those **Employees** whose Evidence of Insurability was previously disapproved.]]



The following provision of the **GENERAL PROVISIONS** section of the policy/certificate may be modified to read as follows:

The last paragraph in Options 1 and 2 in the **ELIGIBILITY FOR COVERAGE** provision may be modified to bracket text at the end to read:

**(Option 1)**

**Employee**

Once You are eligible for coverage, Your coverage will begin in accordance with the provision entitled Coverage Effective Date[ – Employee].

**Dependent Children**

Coverage for Your Dependent Children will begin in accordance with the provision entitled Coverage Effective Date[ – Dependent Children].

**Spouse**

Once Your Spouse is eligible for coverage, Your Spouse's coverage will begin in accordance with the provision entitled Coverage Effective Date[ – Spouse].

**(Option 2)**

**Employee**

Once You are eligible for coverage, Your coverage will begin in accordance with the provision entitled Coverage Effective Date[ – Employee].

**Spouse and Dependent Children**

Coverage for Your Spouse and Dependent Children will begin in accordance with the provision entitled Coverage Effective Date[ – Spouse and Dependent Children].

The following paragraphs of the **COVERAGE EFFECTIVE DATE** provisions of the policy/certificate may be modified to read as follows:

A new Option 31 may be added to read:

**(Option 31)**

[The Insured's coverage will begin at 12:01 a.m. on [the Policy Effective Date if the Insured is eligible for coverage [and has been approved for coverage] [on or before that date, otherwise, on][the first of the month [coincident with or next] following] [the latest of:]

[[The Insured][You] will automatically be covered [for the Base Benefit] at 12:01 a.m. on [the Policy Effective Date if eligible for coverage on or before that date, otherwise, on the] [first of the month [coincident with or next] following the] date [the Insured is][You are] eligible for coverage.

If You apply for [an Additional Benefit][coverage for Your [Dependent Children] [or] [Spouse and Dependent Children] [or] [coverage for Your Spouse], that coverage will begin at 12:01 a.m. on [the first of the month [coincident with or next] following] the latest of:]

- [the date the proposed Insured is eligible for coverage; ][or]
- [the date You apply for coverage for the proposed Insured; ][or]
- [the date Unum approves [the proposed Insured's][Your Spouse's] Evidence of Insurability; ][or]
- [the first day after the [Scheduled] [Annual] Enrollment Period].

[You do not need to be in Active Employment for the proposed Insured's coverage to begin if You are on a temporary Layoff or Leave of Absence. However, the Insured's coverage will continue only as provided in the policy and we will consider Your Layoff or Leave of Absence to have started on the effective date of Your coverage.]

If You are absent from work on the date Your coverage would normally begin due to Injury[,] [or] Sickness[, temporary Layoff or Leave of Absence], the proposed Insured's coverage will begin on the date You return to Active Employment.]

*The following provision may be modified to add new Options 5, 6 and 7 to read:*

**(Option 5)**

**[Changes You Make to Your Coverage.** You can change coverage for which You make contributions at the time specified in the Benefits at a Glance. Changes in coverage may require Evidence of Insurability as stated in the Benefits at a Glance.

You may:

- increase coverage based on the benefits available as shown in the Benefits at a Glance; or
- decrease coverage based on the benefits available as shown in the Benefits at a Glance.

Any increase in coverage will begin at 12:01 a.m. on [the first of the month [coincident with or next] following] the latest of:

- the date the Insured is eligible for that change in coverage;
- the date You apply for the change in coverage; or
- the date Unum approves the Insured's Evidence of Insurability, if required.

[Once coverage begins, any decrease in coverage You make will take effect on [the first of the month [coincident with or next] following] [the date the change is reported to Us] [or] [the date specified by Your Employer].]

Coverage changes will not affect a Payable Claim that occurs prior to the effective date of the change.

[Any additional coverage will be subject to a new [Pre-existing Condition Limitation] [and a new] [Benefit Waiting Period].]

[If You are not in Active Employment due to Injury or Sickness, [or if You are on a covered [Layoff] [or] [Leave of Absence]] any increased or additional coverage will begin on the date You return to Active Employment.]]

**(Option 6)**

**[Changes You Make to Your Coverage.** You can change coverage for which You make contributions at the time specified in the Benefits at a Glance. Changes in coverage may require Evidence of Insurability as stated in the Benefits at a Glance.

You may:

- increase coverage based on the benefits available as shown in the Benefits at a Glance; or
- decrease coverage based on the benefits available as shown in the Benefits at a Glance.

Any increase in coverage that is made during [an Annual] [a Scheduled] Enrollment Period will begin at 12:01 a.m. on [the first of the month [coincident with or next ]following] [the later of]:

- [the first day of the next policy year] [the first day [of the [first] month] after the [Scheduled] [Annual] Enrollment Period]; or
- [the first of the month [coincident with or next ]following] the date Unum approves the Insured's Evidence of Insurability, if required.

[Once coverage begins, any decrease in coverage You make, other than during a Scheduled Enrollment Period, will take effect on [the first of the month [coincident with or next] following] [the date the change is reported to Us] [or] [the date specified by Your Employer].]

Coverage changes will not affect a Payable Claim that occurs prior to the effective date of the change.

[Any additional coverage will be subject to a new [Pre-existing Condition Limitation] [and a new] [Benefit Waiting Period].]

[If You are not in Active Employment due to Injury or Sickness, [or if You are on a covered [Layoff] [or] [Leave of Absence]] any increased or additional coverage will begin on the date You return to Active Employment.]]

#### **(Option 7)**

**[Changes You Make to Your Coverage.** You can change coverage at the time specified in the Benefits at a Glance. Changes in coverage may require Evidence of Insurability as stated in the Benefits at a Glance.

You may:

- increase coverage based on the benefits available as shown in the Benefits at a Glance; or
- decrease coverage based on the benefits available as shown in the Benefits at a Glance; or
- choose to cancel coverage.

A change in coverage made during [an Annual] [a Scheduled] Enrollment Period will begin at 12:01 a.m. on [the first of the month [coincident with or next] following] [the later of]:

- [the first day of the next policy year] [the first day [of the [first] month] after the [Scheduled] [Annual] Enrollment Period]; or
- [the first of the month [coincident with or next] following] the date Unum approves the Insured's Evidence of Insurability, if required.

[A change in coverage due to a Change in Status will begin at 12:01 a.m. on [the first of the month] [coincident with or next] following] the latest of:

- the date the Insured is eligible for that change in coverage;
- the date You apply for the change in coverage[;
- the date Unum approves Your Evidence of Insurability, if required;] or
- the date of the Change in Status.

Changes in coverage must be consistent with the Change in Status.]

Coverage changes will not affect a Payable Claim that occurs prior to the effective date of the change.

[Any additional coverage will be subject to a new [Pre-existing Condition Limitation] [and a new] [Benefit Waiting Period].]

[If You are not in Active Employment due to Injury or Sickness, [or if You are on a covered [Layoff] [or] [Leave of Absence]] any increased or additional coverage will begin on the date You return to Active Employment.]

[If You end employment and are rehired within the same Policy Year, You may be insured on Your eligibility date for the coverage that You had in effect under the policy when You ended employment. You cannot change Your coverage until the next [[Scheduled] [Annual] Enrollment Period] [or] [Change in Status].

*The following provisions may be modified to include brackets in the first sentence and revisions to the 6<sup>th</sup> bullets to read:*

**Termination of Employee Coverage.** [If You choose to cancel Your coverage under the policy, Your coverage ends on the first of the month following the date You provide notification to Your Employer.

Otherwise, ]Your coverage under the policy ends on the earliest of the:

- date this policy is cancelled;
- date You are no longer in an eligible group;
- date Your eligible group is no longer covered;
- date of Your death;
- last day of the period for which You made any required contributions; or
- last day You are in Active Employment ~~unless continued due to a covered Layoff or~~. However, as long as premium is paid as required, coverage will continue [if You elect to continue coverage under the Portability provision or] in accordance with the Layoff and Leave of Absence ~~or due to an Injury or Sickness provisions of this policy.~~

[Coverage on Your Dependent Children ends on the earliest of the date Your coverage under the policy ends or the date a dependent child no longer meets the definition of Dependent Children.]

Unum will provide coverage for a Payable Claim which occurs while You are covered under this policy.

**[Termination of Spouse Coverage.** [If You choose to cancel Your Spouse's coverage under the policy, coverage for Your Spouse ends on the first of the month following the date You provide notification to Your Employer.

Otherwise, ]Spouse coverage under the policy ends on the earliest of the:

- date this policy is cancelled;
- date You no longer are in an eligible group;
- date Your eligible group is no longer covered;
- date of Your death;
- last day of the period for which You made any required contributions;
- last day You are in Active Employment ~~unless continued due to a covered Layoff or~~. However, as long as premium is paid as required, coverage will continue [if You elect to continue coverage under the Portability provision or] in accordance with the Layoff and Leave of Absence ~~or due to an Injury or Sickness; provisions of this policy.~~
- date Your coverage under the policy ends;
- date Your Spouse no longer meets the definition of Spouse; or
- date of divorce or annulment.

Unum will provide coverage for a Payable Claim which occurs while Your Spouse is covered under the policy.]

**[Termination of Dependent Children Coverage.]** [If You choose to cancel Your Dependent Children coverage under the policy, coverage for Your Dependent Children ends on the first of the month following the date You provide notification to Your Employer.

Otherwise, [Dependent Children coverage under the policy ends on the earliest of the:

- date this policy is cancelled;
- date You no longer are in an eligible group;
- date Your eligible group is no longer covered;
- date of Your death;
- last day of the period for which You made any required contributions;
- last day You are in Active Employment ~~unless continued due to a covered Layoff or~~. However, as long as premium is paid as required, coverage will continue [if You elect to continue coverage under the Portability provision or] in accordance with the Layoff and Leave of Absence ~~or due to an Injury or Sickness;~~ provisions of this policy.
- date Your coverage under the policy ends; or
- date Your Dependent Children no longer meet the definition of Dependent Children.

Unum will provide coverage for a Payable Claim which occurs while Your Dependent Children are covered under the policy.]

*The **Cancellation or Modification of this Policy** provision may be modified by adding a new Option 5 to this provision to read:*

**(Option 5)**

- [our participation requirements are not met, as applicable][; or]
- [the Policyholder does not promptly provide Unum with information that is reasonably required][; or]
- [the Policyholder fails to perform any of its obligations that relate to this policy][; or]
- [the premium is not paid in accordance with the provisions of this policy that specify whether the Policyholder, the Employee, or both, pay(s) the premiums][; or]
- [the Policyholder does not promptly report to Us the names of any Employees who are added or deleted from the eligible group][; or]
- [Unum determines that there is a significant change, in the size, occupation or age of the eligible group as a result of a corporate transaction such as a merger, divestiture, acquisition, sale or reorganization of the Policyholder and/or its Employees][; or]
- [Unum is canceling or modifying similar group policies issued in similar markets. Unum will exercise this cancellation or modification right only if We discontinue offering similar policies, or make such modifications on similar policies in similar markets. [Any cancellation of the policy by Unum will not be effective before the later of the first anniversary of this policy or the expiration of any rate guarantee period][; or]
- [Unum is notified of a change in Federal or State Law materially affecting the policy].

The following provisions of the **BENEFIT INFORMATION** section of the policy/certificate may be modified to read as follows:

This Section may be modified to replace all references to “Face Amount” with “Coverage Amount.”

The following provision may be modified to replace references to “Face Amount” with “Coverage Amount” and to include a new last sentence:

**Critical Illness Benefit Reduction**

Any coverage in force prior to the Insured’s 70th birthday will be reduced on the Policy Anniversary Date following the Insured’s 70th birthday. The Insured’s **Coverage** Amount will be reduced to 50% of the **Coverage** Amount the Insured had prior to the Policy Anniversary Date. Any coverage in force after the Policy Anniversary Date following the Insured’s 70th birthday will not be subject to a benefit reduction on subsequent Policy Anniversary Dates. **There will be no further increases in the Insured’s Coverage Amount.]]**

The following provision may be modified to delete references of “first” and “within the Insured’s lifetime” text in the first two bullets and to add brackets to enclose the following paragraph in its entirety:

**Benefit Payment Conditions for Cancer**

Unum will pay benefits for the treatment of Cancer if:

- [the **first** Date of Diagnosis for Cancer is after the Benefit Waiting Period;]
- the **first** Date of Diagnosis for Cancer **within the Insured’s lifetime** is while the Insured’s coverage is in force;

**[No [Benefit Waiting Period] [or] [Pre-existing Condition Limitation] will be applied for Dependent Children who are born or adopted while You have Dependent Children coverage under this policy if such Dependent Children are continuously covered from the date of birth or adoption.]]**

The following provision may be modified to bracket the first sentence and to add a new bracketed sentence to the end of the provision:

**[Pre-existing Condition Limitation.** [Unum will not pay benefits for a claim that is caused by, contributed to by or occurs as a result of a Pre-existing Condition [or any medical or surgical treatment for that condition] for which the Date of Diagnosis is in the first [3, 6, 9, 12] months after the Insured’s coverage effective date.] **[If an Insured’s Date of Diagnosis for Cancer occurs during the first [3, 6, 9, 12] months after the Insured’s coverage effective date and is caused by, contributed to by or occurs as a result of a Pre-existing Condition [or any medical or surgical treatment for that condition], coverage for that Cancer will apply only to losses commencing after the Insured’s coverage has been in force for [3, 6, 9, 12] months, unless it is limited or excluded by name or specific description.]]**

The following provisions of the **OTHER FEATURES** section of the policy/certificate may be modified to read as follows:

The title of this provision is modified to be bracketed so that it may be removed if none of the optional provisions in this section are included in the policy:

### **[OTHER FEATURES]**

The first four paragraphs of the following provision may be modified as follows:

#### **[Your Right to Continue Coverage (Portability)]**

If, while You are covered under the policy, Your employment with the Policyholder ends, ~~for You are no longer in an eligible group~~ **or the policy is being terminated by the Policyholder and is not being replaced**, You may have the right to apply to continue coverage under the policy for Yourself ~~[, and] Your Spouse~~ **[, if covered,]** ~~and~~ **[Your Dependent Children]** **[, if covered]**. You must apply for coverage under this portability provision and pay the first premium within ~~[31, 60]~~ **30-120** days after the date Your employment ends ~~or, You are no longer in an eligible group~~ **or the date the policy is terminated by the Policyholder and is not being replaced**.

You are not eligible to apply for continuing coverage under this provision if **[the policy is closed to new enrollments or]** Your coverage under the policy ends for any of the following reasons:

- the policy is cancelled **by Unum;**
- **the policy is being terminated by the Policyholder and is being replaced;** [or]
- **[the policy is changed to exclude the group of employees to which You belong]** ~~or~~ **or**  
~~You are no longer in an eligible group.~~

Except as provided in this section, Your continuing coverage will be the same coverage provided You under the policy as of the date Your employment ends ~~or, the policy is terminated by the Policyholder and is not replaced~~, or You are no longer in an eligible group ~~and any~~. Any subsequent change to the policy will not apply to Your continuing coverage.

Your continuing coverage is subject to all of the provisions, exclusions and limitations of the policy, except that:

- [You may decrease, but not increase, the amount of Your Critical Illness coverage, and the amount of Your Spouse's coverage, if any;]
- premiums will be billed directly to You;
- initial premium rates will be based on the portability rates in effect at the time You apply to continue Your coverage; and
- premium rates can be changed by Unum at any time upon [31] days notice to You **[so long as the change is not due to any change in your age or health]** **[or the age or health of [Your Spouse] [or] [Your Dependent Children]].**

The following provision may be modified to replace references of "Face Amount" with "Coverage Amount" and the time frame to apply for portability and pay the first premium as described in the second paragraph may be changed to read:

#### **[The Right of Your Spouse to Continue Coverage if You Die, [or] are Divorced [or You Have Received the Full Coverage Amount of the Critical Illness Benefit] (Spouse Portability)]**

Your Spouse must apply for coverage under this portability provision and pay the first premium within ~~[31, 60]~~ **30-120** days after the date of Your death[,] [or] divorce [or cancellation of Your coverage due to Your receipt of the full **Face Coverage** Amount of the Critical Illness Benefit].

*The first sentence of the following provision may be modified to clarify the type of policy being replaced and new text added regarding merger, acquisition or affiliation. Also, two new paragraphs may be added to the end of this provision to read:*

**[Continuity of Coverage.** If this policy replaced another [group] [or] [individual] [critical illness] [or] [cancer] policy and this Certificate of Coverage replaced [a certificate under the other group policy] [a policy] [or] [an individual policy], or You become insured under this policy due to a merger, acquisition or affiliation, this policy shall not limit or exclude coverage for a [Pre-existing Condition] [or] [Benefit Waiting Period] that would have been covered under the policy being replaced. Time periods applicable to [Pre-existing Conditions] [and] [Benefit Waiting Periods] will be waived to the extent that similar limitations or exclusions were satisfied under the policy being replaced.

If You are on a Layoff or Leave of Absence on the Policy Effective Date, We will consider Your Layoff or Leave of Absence to have started on that date and Your coverage will continue for the period provided in this policy.

If You have not returned to Active Employment before any Insured's Date of Diagnosis, Your payment will be limited to the amount that would have been paid by the prior carrier. Unum will reduce Your payment by any amount for which Your prior carrier is liable.]



*The following definitions of the **GENERAL DEFINITIONS** section of the policy/certificate may be modified to read as follows:*

*The following definition may be modified to replace “working” with “regularly scheduled to work on average” to read:*

**Active Employment** means You are working for Your Employer for earnings that are paid regularly and that You are performing the material and substantial duties of Your regular occupation. You must be **working regularly scheduled to work on average** at least the minimum number of hours as described under Minimum Hours Requirement shown in the Benefits at a Glance.

Your work site must be:

- Your Employer’s usual place of business;
- an alternative work site at the direction of Your Employer; or
- a location to which Your job requires You to travel.

Normal vacation is considered Active Employment.

Temporary and seasonal workers are excluded from coverage.

*The following definition may be modified to add a range for the number of days and to add new text regarding the proposed Insured to read:*

**[Late Applicant]** means You apply for coverage more than **34[30-180]** days after the date **[You are][the proposed Insured is]** eligible for coverage.]

*The following definition may be modified to be bracketed in its entirety to read:*

**[Pre-existing Condition]** means a Sickness or Injury or symptoms of a Sickness or Injury, whether diagnosed or not, for which the Insured received medical treatment, consultation, care or services, including diagnostic measures, took prescribed drugs or medicine or had been prescribed drugs or medicine to be taken during the [3, 6, 9, 12] months just prior to the Insured’s coverage effective date[; or the Insured had a Sickness or Injury or symptoms of a Sickness or Injury, whether diagnosed or not, for which an ordinarily prudent person would have consulted a health care provider during the [3, 6, 9, 12] months just prior to the Insured’s coverage effective date].]

<i>SERFF Tracking Number:</i>	<i>UNUM-126237576</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Unum Life Insurance Company of America</i>	<i>State Tracking Number:</i>	<i>43052</i>
<i>Company Tracking Number:</i>			
<i>TOI:</i>	<i>H07G Group Health - Specified Disease - Limited Benefit</i>	<i>Sub-TOI:</i>	<i>H07G.001 Critical Illness</i>
<i>Product Name:</i>	<i>GCI PECA 2009 CIVD.4</i>		
<i>Project Name/Number:</i>	<i>/</i>		

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: UNUM-126237576 State: Arkansas  
Filing Company: Unum Life Insurance Company of America State Tracking Number: 43052  
Company Tracking Number:  
TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.001 Critical Illness  
Limited Benefit  
Product Name: GCI PECA 2009 CIVD.4  
Project Name/Number: /

## Supporting Document Schedules

<b>Satisfied -Name:</b>	Flesch Certification	<b>Review Status:</b>	Approved-Closed	07/29/2009
<b>Comments:</b>				
<b>Attachment:</b>				
Readability Cert (0114k).pdf				
<b>Bypassed -Name:</b>	Application	<b>Review Status:</b>	Approved-Closed	07/29/2009
<b>Bypass Reason:</b>	This is not a policy filing.			
<b>Comments:</b>				

**STATE OF ARKANSAS**  
**CERTIFICATE OF READABILITY**

This is to certify the following:

<u>Form</u>	<u>Flesch Score</u>	<u>Number of Words Contained in Text</u>
CIVD.4	46.40	424

1. The forms are printed, except for specification pages, schedules and tables, in not less than ten point type, one point leaded;
2. There is no language or terminology entitled to exception under the Act; and
3. The entire policy forms were analyzed.

Prepared by: Joanna Shepich  
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Director and Assistant Secretary